## AGREEMENT

between

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

and

P.B.A. LOCAL NO. 6

of the

PATROLMEN'S BENEVOLENT ASSOCIATION

of the

STATE OF NEW JERSEY

JANUARY 1, 1975 THROUGH DECEMBER 31, 1976

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#### PR EAMBLE

This Agreement entered into this day of , 1975
by and between CITY OF ASBURY PARK in the County of Monmouth, a Municipal
Corporation of the State of New Jersey, hereinafter called the "City" and
P.B.A. LOCAL NO. 6, hereinafter called the "Association" represents the
complete and final understanding on all bargainable issues between the City and
the Association.

# ARTICLE I

# RECOGNITION

A. The City recognizes the Association for the purposes of collective negotiations as the exclusive representative of all sworn employees
Officers
of the Police Department in the following categories: Probationary Police/
Officers,
Police/ Detective, Sergeants, Detective Sergeant, Captain and Detective
Captain.

#### ARTICLE II

# MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1. The executive management and administration control of the City Government and its properties and facilities, and the activities of its employees;
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park.

  Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he or it may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

### ARTICLE III

## GRIEVANCE PROCEDURE

# A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affectin the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- 2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

# B. Definition

1. The term "Grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

# C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

#### Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of Police or the Municipal Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the Municipal Manager shall render a decision within ten (10) days after receipt of the grievance.

# Step Two:

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If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made

within five (5) calendar days after the answer is received at the first step. The Chief of Police or the Municipal Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Municipal Manager and the Chief of Police with the Association representative and the Association Attorney, if requested by the grievant. The Municipal Manager's answer to the second step shall be delivered to the Association within ten (10) calendar days after the meeting.

## Step Three:

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the letter is sent under step two, the individual grievant, the Association or the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

# D. City Grievances

Association within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between a representative of the Municipal Manager, Chief of Police, the Association and its Attorney in an earnest effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the non-resolution of the said grievance by the City, the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

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#### ARTICLE IV

#### HOURS AND OVERTIME

- A. The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Chief of Police, or his designee. In times of emergency, all employees covered by this Agreement are subject to call unless they are on sick leave. Employees who are required to work overtime approved by the Chief of Police, or his designee, will be compensated for such overtime work after one-quarter  $(\frac{1}{2})$  hour at the rate of time and one-half  $(\frac{1}{2})$  of the normal hourly rate of pay of said employee. Such overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Chief of Police, or his designee.
- B. Overtime is herewith defined as that work performed by an employee exceeding one-quarter (之) hour of the employee's tour of duty, or when said employee is recalled to duty on his day off or other than his tour of duty.
- C. Any employee recalled to duty on his day off or recalled, other that a continuance of his regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.
- D. All Court appearances, excepting any matter wherein a civilian is complaining of or instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. Records for Court attendance shall be prescribed, supplied and maintained by the City.
- E. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.
- F. An employee may, at his option, elect to receive compensatory time off (at the rate of one and one-half times the overtime worked) in lieu of overtime pay, not to exceed a maximum accumulation of eighty (80) work hours

However, an employee shall select his option and notify his superior of such election at the time the overtime is worked.

#### ARTICLE V

## HOLIDAYS

- A. The following holidays shall be "paid holidays." All members of the Association shall be compensated for fourteen (14) paid holidays per year as follows: (1) New Year's Day, (2) Lincoln's Birthday, (3) Washington's Birthday, (4) Good Friday, (5) Memorial Day, (6) Independence Day, (7) Martin Luther King Day, (8) Labor Day, (9) Columbus Day, (10) Election Day, (11) Veterans Day, (12) Thanksgiving Day, (13) Christmas Day and (14) Easter. Payment shall be in the following manner if the same is due and owing to the employee: Seven (7) of the said paid holidays shall be paid on July 1 and the balance of seven (7) shall be paid on December 1.
- B. In addition to the above holidays, each employee shall also be granted his birthday off with pay. When an employee's birthday occurs on his regular day off, he may use it to add to his accumulated time off or substitute another day off in place of his birthday with the agreement of the Chief of Police, or his designee.

# ARTICLE VI

# VACATIONS

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The vacation year shall be January 1 to December 31. Vacations may be taken at any time in the year; however, the Chief of Police reserves the right to limit the number of vacations during the summer months (July and August). Vacations shall be earned in the following manner:

One to five years

twelve (12) days

Six to ten years

fourteen (14) days

Eleven to fifteen years

eighteen (18) days

Sixteen to twenty years

twenty (20) days

Twenty-one years

twenty-three (23) days

This Article shall remain in full force and effect from January 1, 1975 to December 31, 1976.

- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City unless the City determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of the Chief of Police, or his designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as determined by the City may be carried forward into the next succeeding year only, and will be scheduled by the Chief of Police, or his designee, to be taken in the next succeeding year.
- C. Anything hereinbefore to the contrary notwithstanding, the Chief of Police, or his designee, shall determine and approve the dates and times of vacation to be taken by the members of the Association. The Chief of Police, or his designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said Association on a seniority basis.

## ARTICLE VII

## INJURY LEAVE

- A. Whenever a permanent sworn police officer of the Association is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by temporary disability Workmen's Compensation benefits and whenever the same is possible, the said Workmen's Compensation benefits shall be deducted from the pay of the injured member.
- B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Workmen's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification by a City physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.

#### ARTICLE VIII

#### SICK LEAVE

A. All permanent employees, or full time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employees sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his family. In the event of illness in the immediate family, a maximum of two (2) days will be considered to be permitted to be used from the said employees sick leave while other arrangements are made for family coverage.

### B. Amount of Sick Leave

- 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
- 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- 3. Upon retirement, each permanent full time employee shall receive one-half  $(\frac{1}{2})$  of his accumulated sick leave time, subject to and conditioned however that said employee shall receive not more than one hundred thirty (130) days full pay at the rate of pay existing on the date of said employee's retirement.

# C. Reporting of Absence on Sick Leave

- 1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in Those work situations where notice must be made prior to the employee's starting time.
- a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days shall constitute a resignation.

## D. <u>Verification of Sick Leave</u>

- 1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. and physician's certification that said employee is able to return to full duty.
- a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day of less in which case only one certificate shall be necessary for a period of six (6) months.
- b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
- 2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his in addition thereto, normal duties and/that his return will not jeopardize the health of other employees.

E. All employees who shall have taken less than five (5) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

O Sick Days Taken

5 Additional Vacation Days

l Sick Day Taken

4 Additional Vacation Days

2 Sick Days Taken

3 Additional Vacation Days

3 Sick Days Taken

2 Additional Vacation Days

4 Sick Days Taken

l Additional Vacation Day

#### ARTICLE IX

### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent children as interpreted by the insurance carrier. Insurance coverage shall be by Blue Cross/Blue Shield with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

#### ARTICLE X

#### DEATH LEAVE

A. Members of the Association shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, brother and sister and, if residing in the same household as the employee, father-in-law or mother-in-law. The said salary herein referred to shall commence from the date of death through the date of the funeral.

## ARTICLE XI

## CLOTHING PAY

- A. Each employee covered by the terms of this Agreement shall receive a replacement clothing uniform allowance of Two Hundred Dollars (\$200.00) per year, together with a uniform maintenance allowance of Two Hundred Dollars (\$200.00) per year. The uniform maintenance allowance shall be paid on June 1 of the contract year.
- B. Each detective employee shall receive a replacement clothing allo ance of Two Hundred Fifty Dollars (\$250.00) per year, together with a clothing maintenance allowance of Two Hundred Dollars (\$200.00) per year. The replacement clothing allowance shall be paid on June 1 of the contract year.
- C. Any uniform or clothing actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense, subject to and conditioned upon the approval of the Chief of Police, or in his absence, the Deputy Chief of Police.

## ARTICLE XII

#### SALARIES

- A. The following salary guide shall be in effect for a term commencing January 1, 1975, and ending December 31, 1976:
- 1. Probationary Police/ employed in 1975 shall commence their said employment with an annual salary in the amount of Eleven Thousand Dollars (\$11,000.00). Upon completion of the employee's probationary term, and appointment in a permanent capacity, the said employee shall receive the sum of Twelve Thousand One Hundred Dollars (\$12,100.00) per annum. Anthing herein-Officers before recited as to probationary Police/ shall be subject to and conditioned upon the recitals hereinafter referred to as to financial aid, and in the Officers event said financial aid is not received, the probationary Police/ shall receive an annual salary of Ten Thousand Dollars (\$10,000.00) in 1975, and commencing January 1, 1976, the annual salary shall be Eleven Thousand Dollars (\$11,000.00), and all references as to salaries upon completion of probationary term and appointment on a permanent capacity shall become in effect.

2. In the event any monies are received by the City of Asbury Park from any source of supplemental New Jersey State aid not currently budgeted for or anticipated for 1975, or not specifically allocated for by a grant or otherwise for a specific use and purpose in the Asbury Park City budget, or by the terms, conditions and allocation for use of said monies for 1975, then and in such event the said employee shall receive the salaries as hereinafter provided for, subject to and conditioned on the following:

In the event the monies received as aforesaid in 1975 are not sufficient to pay the Association employees and other City employees the full amount of salary increases either contracted for, agreed upon or hereinafter negotiated for the year of 1975, then and in such event, all monies received by the City of Asbury Park in 1975, shall be allocated to the Association and all other employees in the ratio of the amount of increase contracted for, agreed upon or hereafter negotiated for, in the said year 1975.

3. The salaries hereinafter enumerated for the year 1975 shall be subject to and conditioned upon the recitals hereinbefore set forth, and in the event the same shall not occur, all salaries shall remain as in existence as is for 1975 and shall be effective commencing January 1, 1976, as hereinafter indicated:

# POLICE OFFICERS

Commenc	ing:	Per Annum:
January	1975 1, 1976 1976	\$12,705.00

## DETECTIVE

Commencing:	Per Annum:
July 1, 1975	\$12,905.00

#### SERGEANT

Commencing:		Per Annum:
T 1 1	1075	¢12 500 00
	1975	
January	1, 1976	\$14,305.00
July 1,	1976	\$15,975.00

## DETECTIVE SERGEANT

Commencing:	Per Annum:
July 1, 1975  January 1, 1976  July 1, 1976	\$14 505 00

CA	PTA	IN
		-





Commenc	ing:	Per Annum:
January	1975 1, 1976	\$16,000.00

## DETECTIVE CAPTAIN

	Per Annum:
July 1, 1975	\$16,500,00

It is mutually agreed that the above schedules shall go into effect and the sums indicated therein shall become payable on January 1, 1976, regardless of whether or not any financial aid is received by the City.

## ARTICLE XIII

#### SEPARABILITY AND SAVINGS

- A. The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation, whereby any of the salary increases recited herein cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XIV

### LONGEVITY PAY

- A. Longevity pay shall be granted in accordance with the following pay schedule:
- 1. Beginning the fifth year through the ninth year of service 2½% of base pay;
- Beginning the tenth year through the fourteenth year of service - 5% of base pay;
- 3. Beginning the fifteenth year through the nineteenth year of service 7½% base pay;
  - 4. Beginning the twentieth year of service 10% of base pay;
- 5. Beginning the twenty-fifth year of service 12½% of base pay.
- B. Members of the Police Department whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Members of the Police Department whose anniversary date falls between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the members of the Police Department.

## ARTICLE XV

#### MAINTENANCE OF STANDARDS

- A. All conditions of employment relating to wages, hours of work, and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.
- B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

#### ARTICLE XVI

# REPRESENTATIVES AND MEMBERS

- A. Duly appointed representatives of the Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This only right shall-be exercised/if the Association representative or representatives obtain permission from his or their superior before visiting a grievant.
- B. The Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by the Chief of Police, or his designee.
- C. The Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the aforenamed purposes.
- D. When the Association President or State Delegate meets by agreement aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.
- E. The Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Association representative(s) shall in no way interfere with or impede the performance of work or other activity at the visitation site.

#### ARTICLE XVII

## ASSOCIATION ACTIVITY

### Section 1

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two of whom shall be the President and

State Delegate) to conduct the business of the said Committee which consists of conferring with employees and management on specific grievances in accordan with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

- B. The City shall permit members of the Association's negotiating committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representatives so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary and occurring during the regular tour of duty.
- C. The City agrees to grant to the member of the Association selected as the State Delegate up to fourteen (14) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policemen's Benevolent Association.
- D. The City agrees that a maximum number of four (4) Association members to be designated by the Association, including the State Delegate, shall be granted leave to attend state or national conventions pursuant to R.S. 11:26C-4 provided, however, that the Association notifies the City in writing of its intentions so to do, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency and in such case, the Chief of Police, or his designee, shall approve such leave. Anything in this Agreement contained to be contrary nothwithstanding, it is understood and agreed by and between the parties hereto that the maximum time allowed for state or national conventions shall not exceed five (5) days including travel time.
- E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police which shall not be unreasonably withheld, may at any time go off post on official Association business

#### ARTICLE XVIII

#### LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time—the employee will—be reinstated subject to Civil Service Regulations or other Statutes, rules and regulations of the State of New Jersey, or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Regulations.

### ARTICLE XIX

# **EQUIPMENT**

- A. All motor vehicle apparatus shall be kept up to New Jersey State Inspection Laws.
  - B. One Walkie-Talkie shall be allocated to each patrol car.
  - C. One Walkie-Talkie shall be provided for each walking post.

## ARTICLE XX

#### ACTIONS AGAINST OFFICERS

A. Whenever any action is brought against any employee covered by this Agreement for any act or omission arising out of the performance of his duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statutes of the State of New Jersey pertaining to such action.

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#### ARTICLE XXI

## TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1975 and shall remain in effect to and including December 31, 1976, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The Association shall submit a copy of its entire proposal to the City by October 1, 1976:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Asbury Park, Monmouth County, New Jersey, on this , 1975.

ATTEST

, ATTEST;

CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY

P.B.A. LOCAL NO.

sident

Delegate

Approved as to Form:

HENRY A. KAPLAN

First Assistant City Attorney